

Praveen Chandra AdC



|                            |      |
|----------------------------|------|
| S.No.                      | 5841 |
| Amount                     | 12   |
| Purpose                    | 42   |
| 22 DEC 2020                |      |
| ACHINTEK GAUR              |      |
| STAMP VENDOR               |      |
| PANCHAYAT BHAWAN, GURUGRAM |      |

Ag. No! → 2185  
Date → 27-4-11

Attested  
for Sub Registrar  
Gurgaon  
23 DEC 2020

3355

21+



SHWAR SINGH  
TRAMPENDOR

27 APR 2011

Gurgaon

Sign.....

## COLLABORATION AGREEMENT

This Collaboration Agreement ("Agreement") is made in New Delhi on <sup>27th</sup> day of April, 2011

Between

**Brisk Infrastructure & Developers Private Limited**, a Company incorporated under the Companies Act, 1956, having its Registered Office at B-1/1001, Vasant Kunj, New Delhi -110 070 and Corporate Office at IB & IC, 2<sup>nd</sup> Floor, The Plaza Mall, M. G. Road, Gurgaon, Haryana, (hereinafter referred to as "Brisk"), which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors in business, authorised representatives and assigns of **ONE PART**, through its duly authorized signatory Shri Harish Gahlot, Director of the Company (Certified copy of Resolution enclosed)

And

**Gillson Ch's Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at C-50, Raghubir Enclave, Najafgarh, New Delhi-110043 (hereinafter referred to as "GCPL") which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors in business, authorised representatives and permitted assigns of **OTHER PART**, through its duly authorized director Shri Maha Singh (Certified copy of Resolution enclosed).

Hereinafter, BRISK and GCPL are collectively referred to as "the Parties".

### WHEREAS

- 1) BRISK is a part of leading group of Delhi having interest & currently engaged in the business of developers, colonizers, education, Financing in India and *inter alia* engaged in the business of construction, developer of property, sale, supply, consultancy, designing, and delivery of houses, commercial, education solutions, etc.
- 2) GCPL is engaged in the business of collective funding & purchasing lands for development for over a period successfully.
- 3) GCPL is owing a land bearing Khewat No. 2543, Khatra No. 2749, Mustil No. 45, Killa No. 16/1min(1-15), 17/1(2-5), 15min(2-10) total land 6 Kanal 10 Marla, Khewat No. 2543, Khata No. 2750, Mustil No. 45, Killa No. 16/2min (5-3) except 17 Marla, South East Corner of size 11 Karam x 14 Karam, 17/2 (2-7), total land 7 Kanal 10 Marla, Khewat No. 2543, Khata No. 2753, Mustil No. 45, Killa No. 24(9-16), total land 9 Kanal 16 Marla & Khewat No. 2543, Khata No. 2755, Mustil No. 47, Killa No. 4/1/2(3-7), 4/1/1(0-13) total land 4 Kanal, Khewat No. 1803, Khata No. 1999, Mustil No. 47, Killa No. 3/1(0-18), 3/2(0-19), 3/3(0-9), 3/4 (1-1), 3/8 (1-5), 3/9(0-11) total land 5 Kanal 3 Marla, all total land 32 Kanal 19 Marla situated in the revenue estate of Village, Chauma, Tehsil & District Gurgaon, Haryana, but unable to execute its future plan on this land due to not having technical infrastructure & experience in this line. AND

Whereas BRISK is having a lot of experience & sufficient technical infrastructure in developing such projects.

2325  
16/04/2011

Attested

for Sub Registrar  
Gurgaon

23 DEC 2011

प्रलेख नः 2185

दिनांक 27/04/2011

|                              |   |
|------------------------------|---|
| डीड संबंधी विवरण             |   |
| डीड का नाम AGREEMENT         |   |
| तहसील/सब-तहसील गुडगावा       | गांव/शहर भोमा                           |
| भवन का विवरण                 |   |
| भूमि का विवरण                |   |
| धन संबंधी विवरण              |   |
| राशि 0.00 रुपये              | कुल स्टाम्प ड्यूटी की राशि 100.06 रुपये |
| स्टाम्प की राशि 100.00 रुपये | रजिस्ट्रेशन फीस की राशि 0.00 रुपये      |
|                              | पेन्सिल शुल्क 2.00 रुपये                |
| रुपये                        |   |

Drafted By: Parmod Kumar Adv

यह प्रलेख आज दिनांक 27/04/2011 दिन बुधवार समय 1:11:00PM बजे श्री/श्रीमती/कुमारी Brick Infr & Dev Pvt  
मुर्ष/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी B-1/1001 Vasant Kunj ND द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/संयुक्त पंजीयन अधिकारी  
गुडगावा

श्री Brick Infr & Dev Pvt Ltd thru Harish Gahlot (OTHER)

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी Maha Singh दख्खर हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर  
तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि दख्खर ने मेरे समक्ष पेशकर्ता  
को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी M k Chauhan पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv Gurgaon  
व श्री/श्रीमती/कुमारी Amit पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी V P Shah निवासी A-400 Defence Colony ND ने की।  
साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

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उप/संयुक्त पंजीयन अधिकारी  
गुडगावा



Hence, both the parties desirous to have an agreement for mutual benefits for developing this project.

- 4) The Parties are desirous of cooperating and associating with each other in response to develop, build & deliver a commercial hub at Sector 109, Village Chauma, Tehsil & District Gurgaon (hereinafter referred to as "Project") and other similar projects in future.

NOW, THEREFORE, in reliance of the foregoing recitals and for mutual benefits, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Scope of Services

The Parties shall put their efforts to perform their respective obligations as provided in 'Annexure-A'. The Parties shall commit the necessary resources in pursuance of the aforementioned objectives and formulate and execute necessary action plan to fulfill these objectives.

2. Term of Agreement

This Agreement shall become effective from the date of this Agreement and shall remain valid for a period as per the Project; until the fulfillment of performance of obligations by GCPL under the Project.

3. Termination of MOU

All rights and obligations of the Parties under this Agreement shall stand terminated upon happening of any of the following events:

- Without prejudice to its right to claim any dues, either party can terminate this Agreement by giving 30 days notice in writing to the other party, if either party commits a substantial breach of this Agreement and fails to remedy the breach within 15 days of receipt of written notice.
- Mutual agreement to terminate this Agreement between the Parties.

4. Prices and Payment Terms

The bill of materials and commercials/charges relating to this Agreement shall be mutually agreed between the Parties.

5. Variations and Amendments

Any variation, amendment, or change to this Agreement shall be effective only if agreed upon by the Parties in writing and duly signed by their authorized representatives.

6. Severability

Any part of this Agreement, if determined illegal or invalid, shall not affect the legality or validity of the remainder.

Attested  
for Sub Registrar  
Gurgaon

23 DEC 2020

Reg. No.  
2185

Reg. Year  
2011-2012

Book No.  
1



पेशकर्ता

Harish Gahlot



दावेदार

दावेदार

Maha Singh



गवाह

गवाह 1:- M k Chauhan

गवाह 2:- Amit

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 2,185 आज दिनांक 27/04/2011 को बही न: 1 जिल्द न: 12,952 के पृष्ठ न: 141 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 1,248 के पृष्ठ सख्या 7 से 8 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनांक 27/04/2011

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गुडगावा

7. Waiver

Any waiver by BRISK or GCPL of a breach by either party of any provision of this Agreement, shall be limited to the particular breach, and shall not operate in any way in respect of any future breach by either party, and any delay on the part of BRISK or GCPL to act upon a breach shall not be deemed a waiver of that breach.

8. Revenue Sharing

The Parties shall mutually agree with regard to their respective revenue sharing under the Project.

9. Entire Agreement

This MOU supersedes all prior discussions, understandings, and Agreement and constitutes entire MOU between the Parties with respect to the subject matter.

10. Confidentiality

All knowledge and information that either party may acquire as a result of the relationship between the Parties concerning the manufacturing, sales-practices and other technical information of either party shall be treated as proprietary. Unless otherwise publicly available, no such knowledge or information shall be disclosed to or used by anyone without the prior written consent of the other Party.

11. Intellectual Property Rights

Nothing in this Agreement shall transfer or create any interest in any copyright, trade marks, logos, websites, domain name, patents, and designs, of one party into the other party, irrespective of whether or not they were registered in the name of first party.

12. Notices

All notices required under or regarding this Agreement shall be in writing and shall be considered duly served, upon personal delivery of written notice to either parties, or within five days of mailing, with postage prepaid and appropriately delivered at the addressees mentioned in the title of this MOU.

13. Proper Law and Jurisdiction

This Agreement shall be governed, construed, and interpreted in accordance with the Laws of India, with courts of Delhi having exclusive jurisdiction over it.

14. Arbitration

- a) In the event of any dispute, difference or question arising between the Parties, in connection with this Agreement or concerning anything herein contained, or as to the rights, liabilities or duties of

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for Sub Registrar  
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the Parties, which cannot be mutually resolved by the parties within 30 days of arising, the same shall be referred to arbitration.

- b) The arbitration proceedings shall be held in accordance with the provisions of The Arbitration and Conciliation Act, 1996 and the rules made there under, as amended from time to time. The Venue of the arbitration shall be New Delhi. The Language shall be English.

**IN WITNESS WHEREOF**, the authorized representatives of the above named parties hereto have executed this Agreement on the day, month, and year herein written above.

For and on behalf of  
**BRISK INFRASTRUCTURE &  
DEVELOPERS PVT. LIMITED**

Signature :

Name :

Designation :

Date :

Harish Gahlot

Director

27.04.2011

Witness:

Attest  
Ajayesh K. Chauhan  
Advocate, Gurgaon

For and on behalf of  
**GILLSON CHITS PRIVATE LIMITED**

Signature :

Name :

Designation :

Date :

Mahmud Singh

Director

27.04.2011

Witness:

Attest  
Amrit Sharma  
S/o Late Sh. V. P. Sharma.  
A-100 Defence Colony -  
New Delhi - 110024

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**Annexure A**

**A. BRISK's Scope of work includes:**

- (i) To act as Primary / Lead EXECUTER in the Project and sign all documents and submit the same with the competent and or government authorities
- (ii) To submit the License fee, scrutiny fee, earnest money deposit, performance guarantee as may be required in the Project.
- (iii) To act as main executor and shall be solely responsible for overall performance/delivery of Project.
- (iv) To liaison with Government authorities.
- (v) To assist in designing the Project.
- (vi) To provide technical expertise, infrastructure support, guidance, and support, as may be required from time to time.
- (vii) To execute the Project in collaboration with GCPL.



**B. GCPL's Scope of work includes:**

- (i) To provide the land details, its related documents, in original and certified copies etc and all obligations with respect to ownership of land as be required under the Project.
- (ii) To partner exclusively with BRISK for the Project and provide all assistance/documents including authorization(s) as may be required.
- (iii) To assist BRISK in completing the paperwork with respect to the Project.
- (iv) To keep the land encumbrance free till the time collaboration agreement is effective.

For and on behalf of  
**BRISK INFRASTRUCTURE &  
DEVELOPERS PRIVATE LIMITED**

Signature :   
Name : Harish Gahlot  
Designation : Director  
Date : 27.04.2011

For and on behalf of  
**GILLSON CHITS PRIVATE LIMITED**

Signature :    
Name : Maha Singh  
Designation : Director  
Date : 27.04.2011

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for Sub Registrar  
Gurgaon  
23 DEC 2020